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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

RYAN J. WRIGHT,

Defendant.

No. CR 23-492 (A) -PA

PLEA AGREEMENT FOR DEFENDANT
RYAN J. WRIGHT

1. This constitutes the plea agreement between RYAN J. WRIGHT ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

1 a. At the earliest opportunity requested by the USAO and
2 provided by the Court, appear and plead guilty to count one of the
3 first superseding indictment ("FSI") in United States v. RYAN WRIGHT,
4 CR No. 23-492(A)-PA, which charges defendant with conspiracy, in
5 violation of 18 U.S.C. § 371.

6 b. Not contest the Factual Basis agreed to in this
7 agreement.

8 c. Abide by all agreements regarding sentencing contained
9 in this agreement.

10 d. Appear for all court appearances, surrender as ordered
11 for service of sentence, obey all conditions of any bond, and obey
12 any other ongoing court order in this matter.

13 e. Not commit any crime; however, offenses that would be
14 excluded for sentencing purposes under United States Sentencing
15 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
16 within the scope of this agreement.

17 f. Be truthful at all times with the United States
18 Probation and Pretrial Services Office and the Court.

19 g. Pay the applicable special assessment at or before the
20 time of sentencing unless defendant has demonstrated a lack of
21 ability to pay such assessments.

22 h. Complete the Financial Disclosure Statement on a form
23 provided by the USAO and, within 60 days of defendant's entry of a
24 guilty plea, deliver the signed and dated statement, along with all
25 of the documents requested therein, to the USAO by either email at
26 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
27 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
28 Angeles, CA 90012. Defendant agrees that defendant's ability to pay

1 criminal debt shall be assessed based on the completed Financial
2 Disclosure Statement and all required supporting documents, as well
3 as other relevant information relating to ability to pay.

4 i. Authorize the USAO to obtain a credit report upon
5 returning a signed copy of this plea agreement.

6 j. With the exception of the financial affidavit
7 completed on or about October 30, 2023 (Dkt. 11), consent to the USAO
8 inspecting and copying all of defendant's financial documents and
9 financial information held by the United States Probation and
10 Pretrial Services Office.

11 THE USAO'S OBLIGATIONS

12 3. The USAO agrees to:

13 a. Not contest facts agreed to in this agreement.

14 b. Abide by all agreements regarding sentencing contained
15 in this agreement.

16 c. At the time of sentencing, move to dismiss the
17 remaining counts of the FSI and underlying indictment as against
18 defendant. Defendant agrees, however, that at the time of sentencing
19 the Court may consider any dismissed charges in determining the
20 applicable Sentencing Guidelines range, the propriety and extent of
21 any departure from that range, and the sentence to be imposed.

22 d. At the time of sentencing, provided that defendant
23 demonstrates an acceptance of responsibility for the offense up to
24 and including the time of sentencing, recommend a two-level reduction
25 in the applicable Sentencing Guidelines offense level, pursuant to
26 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
27 additional one-level reduction if available under that section.
28

1 e. Not further criminally prosecute defendant for federal
2 crimes, including 18 U.S.C. § 1519 (falsification of evidence), 18
3 U.S.C. § 1503 (obstruction of justice), 18 U.S.C. § 1343 (wire
4 fraud), 18 U.S.C. § 1344(2) (attempted bank fraud), and 18 U.S.C.
5 § 1029(a)(2), arising out of defendant's conduct alleged in the FSI.
6 The USAO further agrees to not criminally prosecute defendant for
7 violations of criminal tax laws for tax years 2018-2022 based on the
8 facts currently known to the government. Defendant understands that
9 the USAO is free to criminally prosecute defendant for any other
10 unlawful past conduct not presently known to the USAO or any unlawful
11 conduct that occurs after the date of this agreement. Defendant
12 agrees that at the time of sentencing the Court may consider the
13 dismissed conduct in determining the applicable Sentencing Guidelines
14 range, the propriety and extent of any departure from that range, and
15 the sentence to be imposed after consideration of the Sentencing
16 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

17 f. Other than the mandatory special assessment of \$100,
18 agree not to seek a fine.

19 NATURE OF THE OFFENSE

20 4. Defendant understands that for defendant to be guilty of
21 the crime charged in count one of the FSI, that is, conspiracy to
22 commit honest services wire fraud, in violation of 18 U.S.C. § 371,
23 the following must be true: (1) there was an agreement between two or
24 more persons to commit honest services wire fraud; (2) defendant
25 became a member of the conspiracy knowing of at least one of its
26 objects and intending to help accomplish it; and (3) one of the
27 members of the conspiracy performed at least one overt act for the
28 purpose of carrying out the conspiracy.

1 5. Defendant understands that the elements of honest services
2 wire fraud, in violation of 18 U.S.C. §§ 1343, 1346, are the
3 following: (1) defendant devised or knowingly participated in a
4 scheme or plan to deprive citizens of the County and City of San Luis
5 Obispo of their right to the honest services of County Supervisor 1;
6 (2) the scheme or plan consisted of a bribe in exchange for at least
7 one official act by County Supervisor 1. The "exchange" may be
8 express or may be implied from all the surrounding circumstances;
9 (3) County Supervisor 1 owed a fiduciary duty to the citizens of the
10 County and City of San Luis Obispo; (4) defendant acted with the
11 intent to defraud by depriving citizens of the County and City of San
12 Luis Obispo of their right to the honest services of County
13 Supervisor 1; (5) defendant's act was material; that is, it had a
14 natural tendency to influence, or was capable of influencing a person
15 or entity's acts; and (6) defendant used or caused to be used, an
16 interstate wire communication to carry out or attempt to carry out
17 the scheme or plan. An "official act" means any decision or action on
18 a question, matter, cause, suit, proceeding, or controversy involving
19 the formal exercise of governmental power. The question, matter,
20 cause, suit, proceeding, or controversy must be pending, or be able
21 by law to be brought, before a public official, and the question,
22 matter, cause, suit, proceeding, or controversy must be something
23 specific and focused, rather than a broad policy objective. The
24 official's decision or action may include using his official position
25 to exert pressure on another official to perform an official act, or
26 to advise another official, knowing or intending that such advice
27 will form the basis for an official act by another official. The
28 bribe recipient need not be the final decisionmaker. The government

1 does not need to prove that the official ever actually intended to
2 perform an official act or that the official ever did, in fact,
3 perform an official act, provided that he agreed to do so. Merely
4 arranging a meeting, hosting an event, or giving a speech, do not
5 qualify as the taking of a specific action.

6 PENALTIES AND RESTITUTION

7 6. Defendant understands that the statutory maximum sentence
8 that the Court can impose for a violation of 18 U.S.C. § 371 is: five
9 years' imprisonment; a three-year period of supervised release; a
10 fine of \$250,000 or twice the gross gain or gross loss resulting from
11 the offense, whichever is greatest; and a mandatory special
12 assessment of \$100.

13 7. Defendant understands that defendant will be required to
14 pay full restitution to the victim(s) of the offense to which
15 defendant is pleading guilty. Defendant agrees that, in return for
16 the USAO's compliance with its obligations under this agreement, the
17 Court may order restitution to persons other than the victim(s) of
18 the offense to which defendant is pleading guilty, specifically, the
19 individuals and entities set forth in the FSI in Counts 4-21, and in
20 amounts greater than those alleged in the count to which defendant is
21 pleading guilty. In particular, defendant agrees that the Court may
22 order restitution to any victim of any of the following for any
23 losses suffered by that victim as a result: (a) any relevant conduct,
24 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
25 which defendant is pleading guilty; and (b) any counts dismissed
26 pursuant to this agreement as well as all relevant conduct, as
27 defined in U.S.S.G. § 1B1.3, in connection with those counts.
28 Defendant agrees that he owes approximately \$1,500,000 in restitution

1 while the government reserves the right to argue that he owes up to
2 approximately \$1,906,634.69. The parties recognize and agree that
3 this amount could change based on facts that come to the attention of
4 the parties prior to sentencing.

5 8. Defendant understands that supervised release is a period
6 of time following imprisonment during which defendant will be subject
7 to various restrictions and requirements. Defendant understands that
8 if defendant violates one or more of the conditions of any supervised
9 release imposed, defendant may be returned to prison for all or part
10 of the term of supervised release authorized by statute for the
11 offense that resulted in the term of supervised release, which could
12 result in defendant serving a total term of imprisonment greater than
13 the statutory maximum stated above.

14 9. Defendant understands that, by pleading guilty, defendant
15 may be giving up valuable government benefits and valuable civic
16 rights, such as the right to vote, the right to possess a firearm,
17 the right to hold office, and the right to serve on a jury.
18 Defendant understands that he is pleading guilty to a felony and that
19 it is a federal crime for a convicted felon to possess a firearm or
20 ammunition. Defendant understands that the conviction in this case
21 may also subject defendant to various other collateral consequences,
22 including but not limited to revocation of probation, parole, or
23 supervised release in another case and suspension or revocation of a
24 professional license. Defendant understands that unanticipated
25 collateral consequences will not serve as grounds to withdraw
26 defendant's guilty plea.

27 10. Defendant and his counsel have discussed the fact that, and
28 defendant understands that, if defendant is not a United States

1 citizen, the conviction in this case makes it practically inevitable
2 and a virtual certainty that defendant will be removed or deported
3 from the United States. Defendant may also be denied United States
4 citizenship and admission to the United States in the future.
5 Defendant understands that while there may be arguments that
6 defendant can raise in immigration proceedings to avoid or delay
7 removal, removal is presumptively mandatory and a virtual certainty
8 in this case. Defendant further understands that removal and
9 immigration consequences are the subject of a separate proceeding and
10 that no one, including his attorney or the Court, can predict to an
11 absolute certainty the effect of his conviction on his immigration
12 status. Defendant nevertheless affirms that he wants to plead guilty
13 regardless of any immigration consequences that his plea may entail,
14 even if the consequence is automatic removal from the United States.

15 FACTUAL BASIS

16 11. Defendant admits that defendant is, in fact, guilty of the
17 offense to which defendant is agreeing to plead guilty. Defendant
18 and the USAO agree to the statement of facts provided below and agree
19 that this statement of facts is sufficient to support a plea of
20 guilty to the charge described in this agreement and to establish the
21 Sentencing Guidelines factors set forth in paragraph 13 below but is
22 not meant to be a complete recitation of all facts relevant to the
23 underlying criminal conduct or all facts known to either party that
24 relate to that conduct.

25 **A. Background**

26 Defendant was a Managing Member of PB Companies, LLC ("PB
27 Companies"), a real estate development company in the City of San
28 Luis Obispo ("City"). Defendant also served as PB Companies' Chief

1 Executive Officer until December 1, 2015. PB Companies had multiple
2 projects in the Central District of California, including in the City
3 and San Luis Obispo County ("County").

4 At all times relevant to the conspiracy, County Supervisor 1 was
5 an elected member of the San Luis Obispo County Board of Supervisors
6 ("Board of Supervisors"). The five-member Board of Supervisors was
7 the governing body of the County and had executive, legislative, and
8 quasi-judicial roles. County Supervisor 1 represented the Third
9 District, which included a majority of the City's geographical region
10 and population. County Supervisor 1 voted on matters appearing
11 before the Board of Supervisors, including budget bills that affected
12 the City, and by virtue of his elected position, had influence over
13 matters occurring within the County, including in the City and in the
14 City's departments and commissions.

15 **B. The Conspiracy**

16 Beginning in at least June 2014 and continuing through on or
17 about March 29, 2017, in the County and elsewhere, defendant
18 conspired and agreed with County Supervisor 1 and others to
19 knowingly, willfully, and intentionally commit an offense against the
20 United States, namely, honest services wire fraud, in violation of 18
21 U.S.C. §§ 1343, 1346.

22 Specifically, from approximately June 2014 until March 29, 2017,
23 defendant and County Supervisor 1 engaged in a quid pro quo bribery
24 scheme. Defendant and County Supervisor 1 agreed that defendant
25 would bribe County Supervisor 1 with payments and other financial
26 benefits. In exchange, County Supervisor 1 would use his official
27 position to help defendant secure approvals necessary for PB
28 Companies' real estate development projects, including the San Luis

1 Square Project. In violation of his duty of honest services owed to
2 the citizens of the County and City, County Supervisor 1 would, among
3 other things, advise and seek to influence other public officials,
4 including City officials and individuals appointed to City
5 commissions, to perform official acts beneficial to PB Companies'
6 real estate development projects.

7 In total, as part of this arrangement with County Supervisor 1,
8 defendant paid through PB Companies, or arranged for others to pay
9 County Supervisor 1, a total of \$94,234 either directly to County
10 Supervisor 1 or through County Supervisor 1's company, San Luis
11 Consulting LLC. One such payment, made at defendant's direction, was
12 an interstate wire transfer of \$10,000 from PB Companies to San Luis
13 Consulting LLC on or about November 23, 2016. In addition, defendant
14 also paid a total of \$1,867 for County Supervisor 1's flight, hotel,
15 and ticket to a major league baseball game in October 2014.

16 Defendant admits that his bribe payments to County Supervisor 1
17 were material acts; that is, they had a natural tendency to
18 influence, or were capable of influencing, the County and its
19 officials, the City and its officials, and the public.

20 SENTENCING FACTORS

21 12. Defendant understands that in determining defendant's
22 sentence the Court is required to calculate the applicable Sentencing
23 Guidelines range and to consider that range, possible departures
24 under the Sentencing Guidelines, and the other sentencing factors set
25 forth in 18 U.S.C. § 3553(a). Defendant understands that the
26 Sentencing Guidelines are advisory only, that defendant cannot have
27 any expectation of receiving a sentence within the calculated
28 Sentencing Guidelines range, and that after considering the

1 Sentencing Guidelines and the other § 3553(a) factors, the Court will
2 be free to exercise its discretion to impose any sentence it finds
3 appropriate up to the maximum set by statute for the crime of
4 conviction.

5 13. Defendant and the USAO agree to the following applicable
6 Sentencing Guidelines factors:

7 Base Offense Level:	12	U.S.S.G. §§ 2X1.1(a), 2C1.1(a)(2)
8 More Than One Bribe:	+2	U.S.S.G. § 2C1.1(b)(1)
9 Value of the Bribe:	+8	U.S.S.G. §§ 2C1.1(b)(2), 2B1.1(b)(1)(E)
10 Elected Official:	+4	U.S.S.G. § 2C1.1(b)(3)
11 Acceptance of Responsibility	-3	U.S.S.G. § 3E1.1(b)

13 Total Offense Level: 23
14

15 Subject to paragraph 26 below, defendant and the USAO agree not to
16 seek, argue, or suggest in any way, either orally or in writing, that
17 any other specific offense characteristics, adjustments, variances,
18 enhancements, or departures relating to the offense level be imposed.
19 Defendant agrees, however, that if, after signing this agreement but
20 prior to sentencing, defendant were to commit an act, or the USAO
21 were to discover a previously undiscovered act committed by defendant
22 prior to signing this agreement, which act, in the judgment of the
23 USAO, constituted obstruction of justice within the meaning of
24 U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set
25 forth in that section and to argue that defendant is not entitled to
26 a downward adjustment for acceptance of responsibility under U.S.S.G.
27 § 3E1.1. The parties currently agree that defendant is a Criminal
28 History Category II but agree and recognize that defendant's Criminal

History Category may change based on facts that come to the attention of the parties and/or the United States Probation and Pretrial Services Office prior to sentencing.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

1 h. Any and all rights to pursue any affirmative defenses,
2 Fourth Amendment or Fifth Amendment claims, and other pretrial
3 motions that have been filed or could be filed.

4 16. Having been fully advised by defendant's attorney regarding
5 application of the statute of limitations to the offense to which
6 defendant is pleading guilty, defendant hereby knowingly,
7 voluntarily, and intelligently waives, relinquishes, and gives up:
8 (a) any right that defendant might have not to be prosecuted for the
9 offense to which defendant is pleading guilty because of the
10 expiration of the statute of limitations for that offense prior to
11 the filing of the indictment alleging that offense; and (b) any
12 defense, claim, or argument defendant could raise or assert that
13 prosecution of the offense to which defendant is pleading guilty is
14 barred by the expiration of the applicable statute of limitations,
15 pre-indictment delay, or any speedy trial violation.

16 WAIVER OF APPEAL OF CONVICTION

17 17. Defendant understands that, with the exception of an appeal
18 based on a claim that defendant's guilty plea was involuntary, by
19 pleading guilty defendant is waiving and giving up any right to
20 appeal defendant's conviction on the offense to which defendant is
21 pleading guilty. Defendant understands that this waiver includes,
22 but is not limited to, arguments that the statute to which defendant
23 is pleading guilty is unconstitutional, and any and all claims that
24 the Factual Basis provided herein is insufficient to support
25 defendant's plea of guilty.

26 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

27 18. Defendant agrees that, provided the Court imposes a total
28 term of imprisonment on all counts of conviction of no more than 60

1 months' imprisonment, defendant gives up the right to appeal all of
2 the following: (a) the procedures and calculations used to determine
3 and impose any portion of the sentence, with the exception of the
4 Court's criminal history calculation if the Court determines that
5 defendant's criminal history is understated and finds an upward
6 departure of defendant's criminal history category is appropriate
7 under U.S.S.G. § 4A1.3(a); (b) the term of imprisonment imposed by
8 the Court; (c) the fine imposed by the Court, provided it is no more
9 than \$20,000; (d) to the extent permitted by law, the
10 constitutionality or legality of defendant's sentence, provided it is
11 within the statutory maximum; (e) the amount and terms of any
12 restitution order, provided it requires payment of no more than
13 \$1,906,634.69; (f) the term of probation or supervised release
14 imposed by the Court, provided it is within the statutory maximum;
15 and (g) any of the conditions of probation or supervised release
16 imposed by the Court as set forth in Second Amended General Order 20-
17 04 of this Court, the drug testing conditions mandated by 18 U.S.C.
18 §§ 3563(a)(5) and 3583(d), and the alcohol and drug use conditions
19 authorized by 18 U.S.C. § 3563(b)(7).

20 19. Defendant also gives up any right to bring a post-
21 conviction collateral attack on the conviction or sentence, except a
22 post-conviction collateral attack based on a claim of ineffective
23 assistance of counsel, a claim of newly discovered evidence, or an
24 explicitly retroactive change in the applicable Sentencing
25 Guidelines, sentencing statutes, or statutes of conviction.
26 Defendant understands that this waiver includes, but is not limited
27 to, arguments that the statute to which defendant is pleading guilty
28 is unconstitutional, and any and all claims that the Factual Basis

1 provided herein is insufficient to support defendant's plea of
2 guilty.

3 20. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above and
5 (b) the amount of restitution ordered if that amount is equal to or
6 greater than \$1,906,634.69, the USAO gives up its right to appeal any
7 portion of the sentence.

8 RESULT OF WITHDRAWAL OF GUILTY PLEA

9 21. Defendant agrees that if, after entering a guilty plea
10 pursuant to this agreement, defendant seeks to withdraw and succeeds
11 in withdrawing defendant's guilty plea on any basis other than a
12 claim and finding that entry into this plea agreement was
13 involuntary, then (a) the USAO will be relieved of all of its
14 obligations under this agreement; and (b) should the USAO choose to
15 pursue any charge that was either dismissed or not filed as a result
16 of this agreement, then (i) any applicable statute of limitations
17 will be tolled between the date of defendant's signing of this
18 agreement and the filing commencing any such action; and
19 (ii) defendant waives and gives up all defenses based on the statute
20 of limitations, any claim of pre-indictment delay, or any speedy
21 trial claim with respect to any such action, except to the extent
22 that such defenses existed as of the date of defendant's signing this
23 agreement.

24 EFFECTIVE DATE OF AGREEMENT

25 22. This agreement is effective upon signature and execution of
26 all required certifications by defendant, defendant's counsel, and an
27 Assistant United States Attorney.

BREACH OF AGREEMENT

23. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

24. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed-to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 25. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 26. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the calculations in paragraph 13 are
28 consistent with the facts of this case. This paragraph permits both

1 the USAO and defendant to submit full and complete factual
2 information to the United States Probation and Pretrial Services
3 Office and the Court, even if that factual information may be viewed
4 as inconsistent with the Factual Basis or Sentencing Factors agreed
5 to in this agreement.

6 27. Defendant understands that even if the Court ignores any
7 sentencing recommendation, finds facts or reaches conclusions
8 different from those agreed to, and/or imposes any sentence up to the
9 maximum established by statute, defendant cannot, for that reason,
10 withdraw defendant's guilty plea, and defendant will remain bound to
11 fulfill all defendant's obligations under this agreement. Defendant
12 understands that no one -- not the prosecutor, defendant's attorney,
13 or the Court -- can make a binding prediction or promise regarding
14 the sentence defendant will receive, except that it will be within
15 the statutory maximum.

16 NO ADDITIONAL AGREEMENTS

17 28. Defendant understands that, except as set forth herein,
18 there are no promises, understandings, or agreements between the USAO
19 and defendant or defendant's attorney, and that no additional
20 promise, understanding, or agreement may be entered into unless in a
21 writing signed by all parties or on the record in court.

22 //

23 //

24 //


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

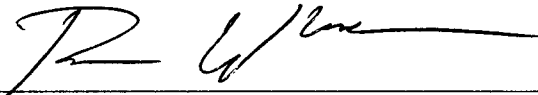
UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney



THOMAS F. RYBARCZYK
BILLY JOE MCLAIN
DANIEL J. O'BRIEN
Assistant United States Attorneys

September 9, 2024

Date


RYAN J. WRIGHT
Defendant


9/9/2024
Date


GERALD C. SALSEDA
Attorney for Defendant RYAN J.
WRIGHT

9-9-2024
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.




RYAN J. WRIGHT
Defendant



Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am RYAN J. WRIGHT's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the Factual Basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.


GERALD C. SALSEDA
Attorney for Defendant RYAN J.
WRIGHT


Date